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(9)

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 OAKLAND

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10  
 11 UNITED STATES DISTRICT COURT  
 12  
 13 NORTHERN DISTRICT OF CALIFORNIA

C  
 13 AUTODESK, INC., a Delaware  
 corporation,

14 Plaintiff,

15 v.

16 BUYPCSOFT.COM, INC., a Texas  
 17 corporation; MEHRAN TABATABAYEE,  
 an individual; H S SQUARED  
 18 INTERNATIONAL, LLC, a New  
 Hampshire limited liability company;  
 SEAN SAAD, an individual; and DOES 1  
 through 10, inclusive,

19 Defendants.

CASE NO. **CO9-02337**

**COMPLAINT FOR DAMAGES AND  
 INJUNCTIVE RELIEF**

1. Copyright Infringement;
2. Circumvention of Copyright Protection  
 Measures;
3. Trademark Infringement/Counterfeiting; and
4. False Designation of Origin and Unfair  
 Competition

10 44 SEC. N  
**NOTICE OF ASSIGNMENT  
 TO MAGISTRATE JUDGE SENT**

1 Plaintiff Autodesk, Inc. ("Autodesk") states and alleges as follows for its complaint  
 2 against defendants BuyPCSoft.com, Inc. ("BuyPCSoft.com"), Mehran Tabatabayee  
 3 ("Tabatabayee"), H S Squared International, LLC ("H S Squared"), Sean Saad ("Saad"), and  
 4 Does 1 through 10, inclusive (collectively, the "Does"), all referred to collectively hereinafter as  
 5 "Defendants."

6 **JURISDICTION AND VENUE**

7 **Parties**

8 1. Autodesk is a Delaware corporation with its principal place of business in San  
 9 Rafael, California.

10 2. Autodesk is informed and believes and thereon alleges that BuyPCSoft.com is a  
 11 Texas corporation with its principal place of business in Texas and which does business using the  
 12 Internet and interstate mail.

13 3. Autodesk is informed and believes and thereon alleges that Tabatabayee: (a) is an  
 14 individual whose place of residence is in Texas and who does business using the Internet and  
 15 interstate mail; (b) is an officer, shareholder, director, and/or agent of BuyPCSoft.com and  
 16 otherwise controls BuyPCSoft.com; and (c) personally participated in and/or had the right and  
 17 ability to supervise, direct, and control the wrongful conduct alleged in this Complaint and  
 18 derived financial benefit from that conduct.

19 4. Autodesk is informed and believes and thereon alleges that H S Squared is a New  
 20 Hampshire limited liability company with its principal place of business in New Hampshire and  
 21 which does business using the Internet and interstate mail.

22 5. Autodesk is informed and believes and thereon alleges that Saad: (a) is an  
 23 individual whose place of residence is in New Hampshire and who does business using the  
 24 Internet and interstate mail; (b) is an officer, director, member, manager, and/or agent of H S  
 25 Squared and otherwise controls H S Squared; and (c) personally participated in and/or had the  
 26 right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint  
 27 and derived financial benefit from that conduct.

28 6. Autodesk is informed and believes and thereon alleges that the Does are either

1 entities or individuals subject to the jurisdiction of this Court. The true names and capacities,  
2 whether individual, corporate, associate, or otherwise, of the Does are unknown to Autodesk, who  
3 therefore sues the Does, and each of them, by such fictitious names, and Autodesk will seek leave  
4 of the Court to amend this Complaint to allege such true names and capacities when the same are  
5 ascertained.

6           7. Autodesk is informed and believes and thereon alleges that each of the Defendants  
7 was the agent, employee, and/or alter-ego of each of the other remaining Defendants and, at all  
8 times relevant herein, acted within the course and scope of such agency and/or employment.

### **Jurisdiction**

10        8.        This case is a civil action arising under the copyright laws of the United States, 17  
11 U.S.C. § 101, *et seq.* (the “Copyright Act”), and the trademark laws of the United States, 15  
12 U.S.C. § 1051, *et seq.* (the “Lanham Act”). This Court has subject matter jurisdiction over  
13 Autodesk’s claims pursuant to 17 U.S.C. § 501, *et seq.* (copyright), 15 U.S.C. § 1114, *et seq.*  
14 (trademark infringement/counterfeiting, false designation of origin, and unfair competition), 28  
15 U.S.C. § 1331 (federal subject matter jurisdiction), and 28 U.S.C. § 1338(a) (copyright and  
16 trademark actions).

17        9. Autodesk is informed and believes and thereon alleges that Defendants knew, or  
18 reasonably should have known, that Autodesk: (a) is located in California, and that Defendants  
19 directed and aimed their alleged unauthorized activities at Autodesk, which is located in the  
20 Northern District of California; and (b) would likely suffer the brunt of the harm caused by  
21 Defendants in California at Autodesk's principal place of business. The activities of Defendants  
22 complained of herein caused Autodesk to bear the brunt of the harm in California at its principal  
23 place of business in San Rafael, California within this District.

## Venue

25        10.      Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 (a), (b), and (c) and  
26      1400(a).

### Intradistrict Assignment

28 11. Because this matter is an Intellectual Property Action, there is no basis for

1 assignment to a particular location or division of the Court pursuant to Civil L.R. 3-2(c).

2                   **GENERAL ALLEGATIONS**

3                   **Introduction**

4         12. Autodesk is in the business of, and has made and continues to make substantial  
5 investments of time, effort, and expense in, designing, developing, testing, manufacturing,  
6 publishing, marketing, distributing, and licensing a wide variety of software products recorded on  
7 various media, including without limitation optical disks, for use on computers. Autodesk has  
8 gained a worldwide reputation for quality and reliability respecting its software products.

9         13. In connection with Autodesk's software products, Autodesk owns copyrights that  
10 are the subject of registrations with the United States Copyright Office and trademarks that are  
11 the subject of registrations with the United States Patent and Trademark Office.

12         14. Widespread sales of illegal copies of Autodesk's software products (commonly  
13 known as software piracy) and widespread unauthorized use of Autodesk's trademarks or marks  
14 confusingly similar thereto in connection with such sales (commonly known as counterfeiting)  
15 cause significant harm to Autodesk, undermine Autodesk's investments in its products, diminish  
16 Autodesk's goodwill, and cause substantial harm to consumers who are falsely led to believe they  
17 are acquiring licensed genuine Autodesk software products.

18         15. Autodesk brings this action as a result of Defendants' unauthorized copying,  
19 reproduction, and/or distribution of certain of Autodesk's software products, Defendants'  
20 circumvention of technological copyright protection measures incorporated into those software  
21 products, and Defendants' unauthorized use of certain of Autodesk's trademarks and/or marks  
22 confusingly similar thereto, through sales conducted over the Internet, including via the website  
23 accessible through the domain name buypcsoft.com (the "Website"), and through interstate mail.  
24 Defendants' actions complained of herein were and continue to be undertaken willfully and  
25 intentionally and have caused and continue to cause substantial damage to Autodesk and the  
26 software industry.

27         16. Defendants' actions complained of herein constitute willful violation of  
28 Autodesk's rights under the Copyright Act and the Lanham Act. Autodesk respectfully requests

1 the Court enter an injunction against Defendants and award Autodesk damages, costs, and  
 2 attorney's fees as allowed by statute.

3                   **Autodesk's Software Products, Copyrights, and Trademarks**

4         17. Two of Autodesk's software products include AutoCAD® 2008 software and  
 5 AutoCAD® 2009 software. Autodesk packages and distributes the aforementioned software products  
 6 together with associated user instruction manuals, end-user license agreements, and other  
 7 documentation. The aforementioned software products along with their user instruction manuals are  
 8 referred to collectively hereinafter as the "Autodesk Products."

9         18. The Autodesk Products contain a large amount of material wholly original with  
 10 Autodesk, which material is copyrightable subject matter under the laws of the United States.

11         19. At all times herein relevant, Autodesk complied in all respects with the Copyright  
 12 Act, secured the exclusive rights and privileges in and to the copyrights in the Autodesk Products  
 13 (collectively, the "Autodesk Copyrights"), and possessed Certificates of Registration from the  
 14 Register of Copyrights for the Autodesk Copyrights, including, without limitation, U.S.  
 15 Registration Nos. TX0006576172 (registered May 18, 2007) and TX0006861815 (registered June  
 16 2, 2008).

17         20. Since the registration of the Autodesk Copyrights with the Register of Copyrights,  
 18 the Autodesk Products have been published and distributed by Autodesk or under its authority in  
 19 compliance with the Copyright Act.

20         21. At all times herein relevant, Autodesk has owned trademarks registered in  
 21 accordance with the Lanham Act with the United States Patent and Trademark Office, from  
 22 which Autodesk has received Certificates of Registration. Autodesk's trademarks include,  
 23 without limitation, AUTODESK® (U.S. Trademark Registration No. 1,316,772) and  
 24 AUTOCAD® (U.S. Trademark Registration No. 1,316,773), both registered January 29, 1985 and  
 25 maintained on the Principal Register (collectively, the "Autodesk Trademarks").

26         22. Autodesk has continuously used each of the Autodesk Trademarks from the date  
 27 of registration thereof, or earlier, until the present and at all times relevant to the claims alleged  
 28 herein. As a result of extensive use, advertising, and sales, together with longstanding consumer

1 acceptance, the Autodesk Trademarks identify to consumers and the public that Autodesk is the  
2 source of origin for authorized copies of the Autodesk Products. The Autodesk Trademarks have  
3 acquired throughout the United States and the world secondary meaning in the minds of  
4 consumers, who associate the Autodesk Trademarks with Autodesk and its quality products. By  
5 virtue of Autodesk's advertising and distribution of the Autodesk Products in connection with the  
6 Autodesk Trademarks, together with consumer acceptance and recognition, the Autodesk  
7 Trademarks identify Autodesk and the Autodesk Products and distinguish the same from,  
8 respectively, other entities and their products. The Autodesk Trademarks have become, and are,  
9 valuable assets symbolizing Autodesk, its quality goods, and its goodwill.

10        23. Autodesk has not authorized Defendants to: (a) copy, reproduce, or distribute the  
11 Autodesk Products; (b) circumvent the technological copyright protection measures in the  
12 Autodesk Products that control access to the Autodesk Products; or (c) use the Autodesk  
13 Trademarks in connection with the Autodesk Products.

## **The Business and Infringing Activities of Defendants**

15        24. Autodesk is informed and believes and thereon alleges that, without Autodesk's  
16 authorization, Defendants and/or their agents have: (a) copied and reproduced the Autodesk  
17 Products; (b) circumvented technological copyright protection measures associated with all  
18 authorized copies of the Autodesk Products to make and distribute unauthorized copies of the  
19 Autodesk Products; (c) used the Internet, including without limitation the Website, and interstate  
20 mail to advertise, sell, and distribute such unauthorized copies of the Autodesk Products to  
21 consumers throughout the United States; and (d) used and distributed unauthorized reproductions,  
22 counterfeits, and/or copies of the Autodesk Trademarks, or marks confusingly similar thereto,  
23 including without limitation on the Website and on the unauthorized copies of the Autodesk  
24 Products that Defendants copied, reproduced, sold, and distributed.

25        25. Autodesk is informed and believes and thereon alleges that Defendants have  
26 engaged willfully and intentionally in the conduct complained of above.

27        26. In or around 2003, Autodesk discovered that Saad was marketing, selling, and/or  
28 distributing copies of Autodesk's software products and using Autodesk's trademarks, or marks

1 confusingly similar thereto, without Autodesk's authorization. Through undersigned counsel,  
2 Autodesk instructed Saad in writing to cease and desist from further similar unauthorized  
3 activities. Saad responded in writing and confirmed his receipt of Autodesk's instructions.  
4 Autodesk is informed and believes and thereon alleges that subsequent to that contact, Saad: (a)  
5 sold and distributed illegal copies of certain of Autodesk's software products, including, without  
6 limitation, the Autodesk Products; and (b) used in commerce and without authorization certain of  
7 Autodesk's trademarks, including, without limitation, the Autodesk Trademarks.

8 27. In or around late 2007 or early 2008, Autodesk discovered that BuyPCSoft.com  
9 and Tabatabayee were marketing, selling, and/or distributing copies of Autodesk's software  
10 products and using Autodesk's trademarks, or marks confusingly similar thereto, without  
11 Autodesk's authorization. Through undersigned counsel, Autodesk instructed BuyPCSoft.com  
12 and Tabatabayee in writing to cease and desist from further similar unauthorized activities.  
13 BuyPCSoft.com and Tabatabayee responded in writing and confirmed their receipt of Autodesk's  
14 instructions. Autodesk is informed and believes and thereon alleges that subsequent to that  
15 contact, BuyPCSoft.com and Tabatabayee: (a) marketed, sold, and distributed illegal copies of  
16 certain of Autodesk's software products, including, without limitation, the Autodesk Products;  
17 and (b) used in commerce and without authorization certain of Autodesk's trademarks, including,  
18 without limitation, the Autodesk Trademarks.

19 28. In or around October 2007, a third party, Microsoft Corporation ("Microsoft"),  
20 filed a civil action in federal court against BuyPCSoft.com and Tabatabayee (the "Other  
21 Infringement Action") alleging their willful violation of both the Copyright Act for copyright  
22 infringement and the Lanham Act for claims of trademark infringement, false designation of  
23 origin, and false endorsement. In the Other Infringement Action, the United States District Court  
24 for the Southern District of Texas in or around January 2009: (a) issued an injunction  
25 permanently enjoining BuyPCSoft.com and Tabatabayee from committing further acts of  
26 software-related infringement; and (b) entered a consent judgment determining that  
27 BuyPCSoft.com and Tabatabayee were jointly and severally liable to Microsoft in the amount of  
28 Two Hundred Fifty Thousand Dollars (\$250,000).

## **FIRST CLAIM FOR RELIEF**

**(Copyright Infringement Against All Defendants)**

29. Autodesk re-alleges and incorporates herein by this reference each of the allegations contained in Paragraphs 1 through 28 above as though fully set forth.

30. Defendants' acts constitute infringement of the Autodesk Copyrights in violation of the Copyright Act, 17 U.S.C. § 501.

31. Autodesk is informed and believes and thereon alleges that: (a) Defendants' unauthorized copying, reproduction, and distribution of the Autodesk Products was deliberate, willful, malicious, oppressive, and without regard to the Autodesk's proprietary rights, including without limitation the Autodesk Copyrights; and (b) Defendants' actions complained of above occurred both before and after the United States District Court for the Southern District of Texas issued a permanent injunction and entered a judgment in the Other Infringement Action.

32. Defendants' copyright infringement has caused, and will continue to cause, Autodesk to suffer substantial injuries, loss, and damage to its proprietary and exclusive rights to, and copyrights in, the Autodesk Products and, further, has damaged Autodesk's business reputation and goodwill, diverted Autodesk's trade, and caused Autodesk to lose profits, all in an amount not yet ascertained.

33. Defendants' copyright infringement, and the threat of continuing infringement by Defendants, have caused, and will continue to cause, Autodesk to suffer repeated and irreparable injury. It would be difficult to ascertain the amount of money damages that would afford Autodesk adequate relief at law for Defendants' continuing acts, and a multiplicity of judicial proceedings would be required. Autodesk's remedy at law is not adequate to compensate Autodesk for the injuries already inflicted and further threatened by Defendants. Therefore, Defendants should be restrained and enjoined pursuant to the Copyright Act.

WHEREFORE, Autodesk seeks relief as set forth below.

111

## **SECOND CLAIM FOR RELIEF**

**(Circumvention of Copyright Protection Measures Against All Defendants)**

34. Autodesk re-alleges and incorporates herein by this reference each of the allegations contained in Paragraphs 1 through 28 above as though fully set forth.

35. The Autodesk Products contain technological measures that effectively control access to the Autodesk Products (collectively, the “Access Control Technology”).

36. Autodesk is informed and believes and thereon alleges that to engage in the unauthorized copying, reproduction, and distribution of the Autodesk Products, Defendants used without Autodesk's authorization one or more technologies, products, services, devices, components, or parts thereof to willfully and intentionally circumvent the Access Control Technology contained in the Autodesk Products.

37. Autodesk is informed and believes and thereon alleges that Defendants circumvented the Access Control Technology without Autodesk's authorization in violation of 17 U.S.C. § 1201(a).

38. Defendants' unauthorized circumvention of the Access Control Technology in the Autodesk Products has caused, and will continue to cause, Autodesk to suffer substantial injuries, loss, and damage to its proprietary and exclusive rights to, and copyrights in, the Autodesk Products and, further, has damaged Autodesk's business reputation and goodwill, diverted its trade, and caused a loss of profits, all in an amount not yet ascertained.

39. Defendants' unauthorized circumvention of the Access Control Technology in the Autodesk Products, and the threat of continuing circumvention, has caused, and will continue to cause, Autodesk to suffer repeated and irreparable injury. It would be difficult to ascertain the amount of money damages that would afford Autodesk adequate relief at law for Defendants' continuing acts complained of herein, and a multiplicity of judicial proceedings would be required. Autodesk's remedy at law is not adequate to compensate it for the injuries already inflicted and further threatened by Defendants. Therefore, pursuant to the Copyright Act, Defendants should be restrained and enjoined and any device or product in Defendants' custody or control that enabled or was involved in the circumvention should be impounded pursuant to the

1 Copyright Act, 17 U.S.C. § 1203(b).

2 WHEREFORE, Autodesk seeks relief as set forth below.

3 **THIRD CLAIM FOR RELIEF**

4 **(Trademark Infringement and Counterfeiting Against All Defendants)**

5 40. Autodesk re-alleges and incorporates herein by this reference each of the  
6 allegations contained in Paragraphs 1 through 28 above as though fully set forth.

7 41. Defendants' acts constitute infringement of the Autodesk Trademarks in violation  
8 of Sections 32(1) and 43(a) of the Lanham Act, 15 U.S.C. §§ 1114(1) and 1125(a).

9 42. Autodesk is informed and believes and thereon alleges that Defendants' infringing  
10 acts alleged above have caused, and will continue to cause, a likelihood of, and actual, confusion,  
11 mistake, and/or deception among consumers as to the source, quality, and nature of the  
12 unauthorized, unlicensed, and infringing copies of the Autodesk Products made, advertised, sold,  
13 and distributed by Defendants.

14 43. Autodesk is informed and believes and thereon alleges that Defendants'  
15 unauthorized use of the Autodesk Trademarks competes directly with Autodesk's distribution of  
16 authorized copies of the Autodesk Products, diverts trade from Autodesk, and diminishes  
17 Autodesk's goodwill.

18 44. Autodesk is informed and believes and thereon alleges that Defendants' infringing  
19 acts alleged above have and will lead consumers to believe erroneously that the unauthorized  
20 copies of the Autodesk Products made, advertised, sold, and distributed by Defendants are being  
21 offered for distribution by Autodesk or with Autodesk's authorization.

22 45. Autodesk is informed and believes and thereon alleges that Defendants' use of the  
23 Autodesk Trademarks on the Internet, in interstate mail, in marketing materials, and/or on  
24 unauthorized copies of the Autodesk Products has caused, and is likely to continue to cause  
25 confusion amongst consumers, threatens injury to Autodesk's business reputation and the  
26 goodwill associated with the Autodesk Trademarks, and constitutes fraud on the public.

27 46. Autodesk is informed and believes and thereon alleges that: (a) Defendants have  
28 used reproductions, counterfeits, copies, or colorable imitations of the Autodesk Trademarks in

1 commerce in connection with Defendants' distribution of unauthorized copies of the Autodesk  
 2 Products; (b) Defendants used the Autodesk Trademarks knowing that such use was counterfeit;  
 3 and (c) Defendants' counterfeit use of the Autodesk Trademarks was in connection with the same  
 4 categories of goods or services as are covered by Autodesk's federal registrations of those  
 5 trademarks as maintained by the United States Patent and Trademark Office.

6       47. Autodesk is informed and believes and thereon alleges that Defendants' actions  
 7 alleged above have created, and will continue to create, among members of the general public a  
 8 likelihood of confusion, mistake, or deception, and actual confusion, mistake, or deception, as to  
 9 Defendants' purported affiliation, connection, and/or association with Autodesk and as to the  
 10 purported origin, sponsorship, and/or approval by Autodesk of the distributed goods and activities  
 11 of Defendants complained of above.

12       48. Autodesk is informed and believes and thereon alleges that, as a result of  
 13 Defendants' acts complained of above, Autodesk has suffered damage to its business reputation  
 14 and goodwill, a diversion of trade, and a loss of profits, all in an amount not yet ascertained and  
 15 for which Autodesk is entitled to recover damages pursuant to 15 U.S.C. § 1117.

16       49. Autodesk is informed and believes and thereon alleges that: (a) Defendants'  
 17 infringement and counterfeiting of the Autodesk Trademarks was deliberate, willful, malicious,  
 18 oppressive, and without regard to Autodesk's proprietary rights; and (b) Defendants' actions  
 19 complained of above occurred both before and after the United States District Court for the  
 20 Southern District of Texas issued a permanent injunction and entered a judgment in the Other  
 21 Infringement Action.

22       50. As a result of the damage suffered by Autodesk in connection with its business  
 23 reputation and goodwill, the diversion of its trade, and the loss of its profits as caused by  
 24 Defendants' infringement and counterfeiting of the Autodesk Trademarks, all in an amount not  
 25 yet ascertained, Autodesk is entitled to recover damages pursuant to 15 U.S.C. § 1117.

26       51. Defendants' trademark infringement and counterfeiting, and the threat of  
 27 continuing infringement and counterfeiting, have caused, and will continue to cause, Autodesk  
 28 repeated and irreparable injury. It would be difficult to ascertain the amount of money damages

1 that would afford Autodesk adequate relief at law for Defendants' continuing acts, and a  
 2 multiplicity of judicial proceedings would be required. Autodesk's remedy at law is not adequate  
 3 to compensate Autodesk for the injuries already inflicted and further threatened by Defendants.  
 4 Therefore, Defendants should be restrained and enjoined pursuant to the Lanham Act, 15 U.S.C.  
 5 § 1051, *et seq.*, including without limitation 15 U.S.C. § 1116, *et seq.*

6 WHEREFORE, Autodesk seeks relief as set forth below.

7 **FOURTH CLAIM FOR RELIEF**

8 **(False Designation Of Origin And Unfair Competition Against All Defendants)**

9 52. Autodesk re-alleges and incorporates herein by this reference each of the  
 10 allegations contained in Paragraphs 1 through 28 above as though fully set forth.

11 53. This claim for relief arises under Section 43(a) of the Lanham Act, 15 U.S.C.  
 12 § 1125(a).

13 54. Autodesk is informed and believes and thereon alleges that Defendants have used  
 14 the Autodesk Trademarks, have made false descriptions or representations regarding the  
 15 Autodesk Products, have distributed unauthorized copies of the Autodesk Products in interstate  
 16 commerce, and have caused said unauthorized copies to enter interstate commerce.

17 55. Autodesk is informed and believes and thereon alleges that Defendants' actions  
 18 alleged above have created, and will continue to create, among members of the general public a  
 19 likelihood of confusion, mistake, or deception, and actual confusion, mistake, or deception, as to  
 20 Defendants' purported affiliation, connection, and/or association with Autodesk and as to the  
 21 purported origin, sponsorship, and/or approval by Autodesk of the distributed goods and activities  
 22 of Defendants.

23 56. Autodesk is informed and believes and thereon alleges that Defendants' actions in  
 24 commercial advertising and promotions misrepresent the characteristics and qualities of the  
 25 Autodesk Products.

26 57. Autodesk is informed and believes and thereon alleges that Defendants' actions  
 27 complained of above: (a) were deliberate, willful, malicious, oppressive, and without regard to  
 28 Autodesk's proprietary rights; and (b) occurred both before and after the United States District

1 Court for the Southern District of Texas issued a permanent injunction and entered a judgment in  
 2 the Other Infringement Action.

3       58. Defendants' actions complained of above constitute unfair competition with  
 4 Autodesk, and as a result of Defendants' acts complained of above, Autodesk has suffered  
 5 damage to its business reputation and goodwill, a diversion of trade, and a loss of profits, all in an  
 6 amount not yet ascertained and for which Autodesk is entitled to recover damages pursuant to 15  
 7 U.S.C. § 1117.

8       59. Defendants' false designation of origin and unfair competition, and the threat of  
 9 continuing false designation of origin and unfair competition, have caused, and will continue to  
 10 cause, Autodesk repeated and irreparable injury. It would be difficult to ascertain the amount of  
 11 money damages that would afford Autodesk adequate relief at law for Defendants' continuing  
 12 acts, and a multiplicity of judicial proceedings would be required. Autodesk's remedy at law is  
 13 not adequate to compensate Autodesk for the injuries already inflicted and further threatened by  
 14 Defendants. Therefore, Defendants should be restrained and enjoined pursuant to the Lanham  
 15 Act, 15 U.S.C. § 1051, *et seq.*, including without limitation 15 U.S.C. § 1116.

#### **PRAYER FOR RELIEF**

17       WHEREFORE, Autodesk seeks relief as follows:

18       1. That, upon motion, the Court issue a preliminary injunction enjoining and  
 19 restraining Defendants, and each of them, and their respective agents, servants, employees,  
 20 successors and assigns, and all other persons acting in concert or conspiracy with Defendants or  
 21 affiliated with Defendants, from:

22           (a) copying, reproducing, distributing, or using any unauthorized copies of  
 23 Autodesk's copyrighted software products;

24           (b) otherwise infringing any of Autodesk's copyrights;

25           (c) using any technologies, products, services, devices, components, or parts  
 26 thereof to circumvent technological copyright protection measures associated with any of  
 27 Autodesk's software products;

28           (d) copying, reproducing, advertising, offering for sale, distributing, or using

1 any software products under or in connection with any of Autodesk's trademarks or any other  
 2 marks confusingly similar thereto;

3                 (e) using in any manner any of Autodesk's trademarks, or any marks  
 4 confusingly similar thereto, in connection with any of Defendants' goods in such a manner that is  
 5 likely to create the erroneous belief that said goods are authorized by, sponsored by, licensed by,  
 6 or are in some way associated with Autodesk;

7                 (f) otherwise infringing any of Autodesk's trademarks; and

8                 (g) destroying or altering any copies of software or other products, materials,  
 9 technologies, services, devices, components, documents, or electronically stored data or files that  
 10 relate or pertain in any way to the:

11                         (i) copying, reproduction, distribution, or use of Autodesk's software  
 12 products;

13                         (ii) circumvention of technological copyright protection measures  
 14 associated with any of Autodesk's software products;

15                         (iii) use of Autodesk's trademarks, or any trademarks confusingly  
 16 similar thereto, on or in connection with the advertisement, sale, or distribution of goods; or

17                         (iv) infringement of Autodesk's copyrights or trademarks.

18                 2. That the Court issue a permanent injunction making permanent the orders  
 19 requested in paragraphs 1(a) through (f) of this Prayer for Relief;

20                 3. That, upon motion, the Court issue a preliminary injunction impounding any  
 21 device or product in Defendants' custody or control that has been involved in Defendants'  
 22 circumvention of technological copyright protection measures associated with any of Autodesk's  
 23 software products;

24                 4. That Autodesk be awarded for Defendants' copyright infringement either:  
 25 (a) actual damages in an amount to be determined at trial, together with the profits derived from  
 26 Defendants' unlawful infringement of Autodesk's copyrighted Autodesk Products; or  
 27 (b) statutory damages for each act of infringement in an amount provided by law, as set forth in  
 28 17 U.S.C. § 504, at Autodesk's election before the entry of a final judgment;

1       5. That Autodesk be awarded for Defendants' circumvention of technological  
2 copyright protection measures either: (a) actual damages in an amount to be determined at trial,  
3 together with the profits derived from Defendants' circumvention; or (b) statutory damages for  
4 each violation in an amount provided by law, as set forth in 17 U.S.C. § 1203(c), at Autodesk's  
5 election before the entry of a final judgment;

6       6. That Autodesk be awarded for Defendants' infringement of the Autodesk  
7 Trademarks, false designation of origin, and unfair competition, as set forth in 15 U.S.C. §  
8 1117(a), the profits obtained by Defendants and the damages sustained by Autodesk by reason of  
9 Defendants' unlawful acts alleged herein, and that such amounts be trebled pursuant to 15 U.S.C.  
10 § 1117(b);

11       7. That Autodesk be awarded for Defendants' trademark counterfeiting, as set forth  
12 in 15 U.S.C. § 1117(c), and at Autodesk's election before the entry of the final judgment, either:  
13 (a) actual damages in an amount to be determined at trial, together with Defendants' profits  
14 derived from the unlawful counterfeiting of Autodesk's registered trademarks; or (b) statutory  
15 damages for each registered trademark in an amount provided by law based on a determination  
16 that Defendants' trademark counterfeiting was willful;

17       8. That the Court issue an order requiring Defendants to file with this Court and serve  
18 on Autodesk within thirty (30) days after service of an injunction a report, in writing, under oath,  
19 setting forth in detail the manner and form in which Defendants have complied with the  
20 injunction;

21       9. That the Court issue an order upon judgment requiring Defendants to destroy any  
22 and all infringing copies in Defendants' possession, custody, or control of Autodesk's software  
23 products and materials bearing Autodesk's trademarks without Autodesk's authorization;

24       10. That the Court issue an order upon judgment requiring Defendants to destroy any  
25 device or product involved in Defendants' circumvention of technological copyright protection  
26 measures associated with any of Autodesk's software products;

27       11. That the Court award Autodesk its reasonable attorney's fees pursuant to 17  
28 U.S.C. §§ 505 and 1203(b) and 15 U.S.C. § 1117(a)(3);

- 1        12. That the Court award Autodesk its costs of suit incurred herein; and
- 2        13. That the Court grant such other and further relief as it deems just and proper.

3        Dated: May 27, 2009

DONAHUE GALLAGHER WOODS LLP

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5        By: Julie E Hofer  
6        Julie E Hofer  
7        Attorneys for Plaintiff  
8        AUTODESK, INC.  
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